

Marcus-Meriden-Cleghorn CSD Classified Staff Assn. 7/1/2005 6/30/2007

MASTER CONTRACT

between the

MARCUS-MERIDEN-CLEGHORN
COMMUNITY SCHOOL DISTRICT

and the

MARCUS-MERIDEN-CLEGHORN
CLASSIFIED STAFF ASSOCIATION

2005-2007

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PREAMBLE

The Marcus-Meriden-Cleghorn Community School District and the Marcus-Meriden-Cleghorn Classified Staff Association/ISEA agree as follows:

ARTICLE I – DEFINITIONS

SECTION

1.1 Definitions

1. The terms “Board” or “Employer” or “District” as used in this agreement shall mean the Marcus-Meriden-Cleghorn Community School District as governed by its Board of Education, its authorized representatives or its authorized agents.
2. The term “Association” as used in this agreement shall mean the Marcus-Meriden-Cleghorn Classified Staff Association/ISEA as certified by the Iowa Public Employment Relations Board (PERB), its authorized representatives, or its authorized agents.
3. The term “Employee” as used in this agreement shall mean all full-time and regular part-time cooks, custodians, bus drivers, secretaries and associates represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 5798.
4. The term “group of employees” as used in this agreement shall mean two (2) or more members of the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).
5. The term full-time employee shall mean any employee who is employed under a single contract that provides for eleven months or more of work per fiscal year.

ARTICLE II – GRIEVANCE PROCEDURE

SECTION

2.1 Definitions

1. Grievance

A grievance shall mean only a claim by an employee, a group of employees, or the Association that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement not specifically excepted from the grievance procedure.

2. Grievant

The term "grievant", as used in this Agreement, shall mean the employee, group of employees, or Association filing a grievance.

3. Work Days

The term "work days", as used in this Article, shall mean weekdays, (Monday through Friday) excluding holidays and scheduled non-working days.

4. Immediate Supervisor

The term "immediate supervisor", as used in this Article, shall mean the immediate supervisor of the employee who is not included in the bargaining unit.

2.2 General Provisions

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any grievant may be represented at all formal steps of the grievance procedure by the grievant himself/herself, or by the employee and a representative from the Association if the grievant chooses to have a representative with him/her.
2. The failure of any grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutually written agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant.
4. In matters dealing with alleged violations in those areas over which a principal has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the Superintendent, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.
5. If an employee files a claim or complaint regarding a set of facts and circumstances under any other procedure or in any other forum, the employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

2.3 Procedures

1. Step One - Immediate Supervisor (Informal)

The grievant shall first discuss a grievance with the immediate supervisor, with the objective of resolving the matter informally.

2. Step Two - Immediate Supervisor (Formal)

If, as a result of the informal discussion with the immediate supervisor at step one, a grievance still exists, the grievant may invoke the formal grievance procedure by filing a written grievance signed by the grievant and, should the grievant so desire, by a representative of the Association. The filing of the formal, written grievance at the second step must be within ten (10) work days from the date of occurrence of the event giving rise to the grievance, or when it should have been reasonably discovered. A copy of the grievance shall be delivered to the immediate supervisor. Group grievances shall be signed by a representative of the Association. The written grievance shall state the date of the alleged violation, the nature of the grievance, shall note the specific clause or clauses of the contract alleged violated and shall set out the remedy requested.

The immediate supervisor shall meet with the grievant and shall indicate his/her disposition of the grievance in writing within ten (10) work days of the presentation of the formal grievance and shall furnish a copy thereof to the Association. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) work day period, the grievance may be transmitted to Step Three.

3. Step Three - Superintendent

If the grievant is not satisfied with the response at Step Two, the grievance shall be filed with the Superintendent within ten (10) work days of the receipt of the Step Two response or end of the Step Two time lines. The Superintendent (or his/her designee) shall meet with the grievant within five (5) work days of receipt of the grievance. Within ten (10) work days of receipt of the grievance, the Superintendent (or his/her designee) shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the Association.

4. Step Four - Arbitration

If the grievance is not resolved satisfactorily at the Third Step, the matter may be submitted to arbitration. The Association, on behalf of the grievant, may submit a written request to the Superintendent within thirty (30) days from receipt of the answer in the Third Step to enter into such arbitration. Within five (5) days after such request for arbitration, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by the Association.

The list shall consist of five (5) arbitrators, and the parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall meet within five (5) calendar days and shall strike four (4) names from the list with the first name stricken by the party required to do

so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with representatives of the parties and set a hearing date within fifteen (15) calendar days of the date on which he/she was notified of his/her selection as arbitrator. The arbitrator shall issue a decision not later than twenty-one (21) calendar days from the date of the close of the hearing. No parties' rights to arbitration shall be prejudiced by an arbitrator's failure to comply with these guidelines. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on issues submitted. The arbitrator shall be without power or authority to make any decision other than one which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

2.4 Released Time

If any member of the administration staff or if the Board determines it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the work day, said aggrieved person and representative shall be released without loss of compensation.

2.5 Meetings and Hearings

All meetings and hearings under the procedures shall be conducted in private and shall include only witnesses, the grievant and their designated representatives.

ARTICLE III – EVALUATION PROCEDURES

SECTION

3.1 Frequency of Evaluations

Employees will be formally evaluated by their supervisor at such frequency as the supervisor may determine, but not less frequently than once each year.

3.2 Evaluation Form

Evaluation will be formulated using the Board job description for the various jobs.

3.3 Orientation

Within forty-five (45) days after the beginning of the contract year, or, for new employees, within forty-five (45) days of commencing employment, the evaluator shall acquaint each employee with the evaluation procedures and evaluation forms being used.

Employees will be advised of who their primary evaluator will be. Other administrative personnel may also evaluate an employee's performance either formally or informally. No evaluation shall take place until this orientation has been completed.

3.4 Formal Evaluation Procedures

1. On-The-Job Observation

All formal evaluations shall be in writing and preceded by on-the-job observation of the employee's performance within the last twelve (12) months.

2. No evaluation shall be placed in the personnel file until a copy has been given to the employee. If the employee wishes, he or she may respond to any or all parts of the evaluation within ten (10) school days of the post evaluation conference. A copy of said response will be attached to the evaluation form for placement in the personnel file. The employee's signature on the form shall not indicate agreement with the evaluation, but merely receipt of a copy thereof.

3. Within ten (10) school days from the employee's receipt of a copy of the formal annual evaluation, a post evaluation conference will be held to discuss its content.

3.5 Informal Evaluations

Nothing contained herein shall limit the number nor method of evaluation, and it is understood that evaluations other than formal evaluations shall take place just by the nature of observations during the course of the year. Informal evaluations that are reduced to writing shall be submitted to the employee as soon as is practical after the evaluation, and shall be signed by the employee prior to including the evaluation in the permanent records of the employee. The employee shall have a right to make a written response to the evaluation which shall be kept in the permanent file. The employee's signature on the form shall not indicate agreement with the evaluation, but merely receipt of a copy thereof.

3.6 Complaints

An employee will be given a copy of any complaint that is placed in the employee's personnel file at the time it is placed in the file.

3.7 Right To Grieve

If the employee's performance is rated less than "satisfactory" overall, the employee may grieve. The evaluation shall be sustained unless it is capricious or inaccurate.

ARTICLE IV – TRANSFER PROCEDURES

SECTION

4.1 Definition of Transfer

A "transfer" shall be defined to mean a voluntary movement from one job classification within the bargaining unit to another job classification within the bargaining unit, or from one building to another building.

4.2 Supremacy of Recall

If there is an employee(s) on layoff from the respective job classification, the vacancy shall be filled by a recall notice to the most senior employee on recall prior to posting or considering transfer.

4.3 Procedure for Filling Vacancies

If the Board decides to fill a vacancy, the Board may advertise for applicants from outside the bargaining unit, may post the vacancy and seek applicants from within the bargaining unit or may do both. If the Board advertises and fills the vacancy from outside the bargaining unit, then this procedure shall not apply. If the Board seeks applicants both from within and from outside the bargaining unit, then the Board may select any applicant.

4.4 Priority

The employer will use the voluntary transfer process prior to involuntarily transferring an employee to fill a vacancy, and involuntary transfers shall not be made arbitrarily or capriciously.

4.5 Realignment

Realignment after staff reduction is not a transfer.

ARTICLE V – STAFF REDUCTION PROCEDURES

Section

5.1 Classification

For purposes of staff reduction, employees will be classified by job classification.

5.2 Procedure

If the Board decides to lay employees off, the Board will determine the employees to be retained by the following procedures:

1. Attrition

Attrition will be utilized first. Attrition means a resignation, retirement or death of an employee which occurs prior to the effective date of the layoff.

2. Selection Process

If attrition doesn't accomplish the desired reduction, then the Board shall lay off the employee with the least job classification seniority in the affected job classification, other than building head custodians or head cooks.

3. Notification

The employer will give the employee affected fourteen (14) calendar days written notice of an impending staff reduction.

5.3 Recall

Employees who are laid off shall have the right of recall to a vacant position in the job classification from which they were reduced for one (1) calendar year from the effective date of layoff. The employee shall keep the District apprised of his/her current address and telephone number. Failure of the employee to respond affirmatively to recall notice within seven (7) calendar days of notice or fourteen (14) calendar days of mailing shall terminate the recall opportunity.

5.4 Benefits

Seniority and personal sick leave benefits accrued at the time of layoff will be restored upon recall.

5.5 Job Classifications

Job classifications for purposes of staff reduction are as follows: Bus drivers, associates, custodian/maintenance worker, food service personnel, secretary.

ARTICLE VI - VACATION

SECTION

6.1 Eligible Employees

Full-time employees as defined in Section 1.1 #5. are eligible for vacation benefits.

6.2 Vacation Accrual

Employees who have completed one contract year of work are granted two weeks paid vacation. If a full-time employee begins work on a day after July 1, vacation time will be prorated.

Employees will be granted three weeks of paid vacation starting with the eleventh full year of employment to be taken after the completion of the eleventh full year.

6.3 Vacation Pay

Vacation days will be paid on the basis of an eight-hour day or the number of hours for which the employee is contracted to work if less than eight hours.

6.4 Scheduling of Vacation

Vacation will be scheduled with the Superintendent of Schools and must be taken between July 1 and June 30 of the year following the year in which it was earned. Vacation time taken on days when school is in session requires prior superintendent approval.

6.5 Vacation Carryover

If vacation is not completely used during the year, unused vacation may be carried over into the subsequent year. An employee may not carry over more than one-half of his/her allowable vacation. Any vacation days not carried over will be paid at the employee's regular rate of pay on the June paycheck, but must be reported to the Business Manager by noon on 6/15.

ARTICLE VII – HOLIDAYS

SECTION

7.1 Holidays Observed

The following Holidays will be observed and classified personnel will not be required to work on these days:

July 4

Labor Day (First Monday in September)

Thanksgiving Day (Fourth Thursday in November)
Christmas Eve Day (December 24), ½ day
Christmas Day (December 25)
New Years Eve Day (December 31) ½ day
New Years Day (January 1)
Memorial Day (Last Monday in May)

7.2 Observance of Holidays

Holidays will be observed on the day on which they occur, except that if a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday may be observed as the holiday.

7.3 Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must report for work on his/her last scheduled work day before the holiday and on his/her first scheduled work day after the holiday unless the employee is absent due to a vacation, bereavement, or personal illness. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

7.4 Pay for Holidays

Regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday. Regular part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time prorated based upon their average daily hours of work.

7.5 Work on a Holiday

Employees required to work on a holiday or a day designated as a holiday will be paid double time, in addition to their holiday pay. The appropriate principal or superintendent must approve all holiday work in advance.

ARTICLE VIII – SENIORITY

SECTION

8.1 Definition

Seniority shall mean the length of continuous regular full-time or part-time service in the District or its predecessor Districts from the first day on the job as a classified employee. Seniority shall not be broken and shall accrue during approved leaves of absence. Ties shall be broken according to the last four (4) digits of the employee's Social Security Number with the highest number receiving the highest ranking.

8.2 Seniority List

The Employer will annually prepare and post a seniority list in the central office each year by November 1. A copy of the list will be given to the Association President. Within fourteen (14) calendar days after the list is posted, an employee who disagrees with his/her seniority calculation must file a written notice with the Superintendent. If no notice is filed within fourteen (14) calendar days after the list is posted, the list will be determined to be accurate.

8.3 Previous Accrual

As of the effective date of this agreement, prior seniority accrual based upon the definition above shall be credited to each employee.

8.4 Application

When this agreement refers to the term "seniority", it shall be defined as per Section 8.1 above unless specifically addressed to the contrary.

ARTICLE IX – TEMPORARY LEAVES OF ABSENCE

SECTION

9.1 Leave Provisions – General

1. All application forms which have relation to leave shall be provided by the district, and all employees making use of leave shall complete and file such applicable form(s) as are determined to be needed, such determination to rest with the Board and the administration.
2. Leave shall be considered, when approved and granted, as leave from the school system and not from a specific position or job assignment. It shall not be the responsibility of the employee to secure or arrange for an individual to cover assigned duties during any leave.
3. All leaves shall be assessed in full or half day units.
4. In the event there is a need for the employee to have to leave work for an extreme emergency situation that does not allow ample time to file the appropriate request form for any such leave provisions as are afforded in this article, it shall be considered sufficient if that employee reports the extreme emergency need immediately to their supervisor or designee, and makes arrangements to be excused at once. Upon the immediate next return to duty, the employee shall complete and file the appropriate request forms.
5. All leaves under this Article (IX) are non-accumulative with the exception of personal illness leave.

9.2 Sick Leave

1. All employees shall be accorded sick leave days as follows:

First Year	15 days
Second Year	11 days
Third year	12 days
Fourth Year	13 days
Fifth Year	14 days
Sixth & Subsequent Year	----15 days

Employees starting after July 1 will have the number of sick leave days prorated for the time employed. The employee shall then receive fifteen (15) days for their first full year of employment on July 1 following their first partial year of employment. Sick leave must be taken in half or full day increments.

Any unused days of sick leave are cumulative to a maximum of 120 days. The District may require a physician's statement for any absence due to illness or injury and also may require a physician's statement verifying the employee's ability to perform the work required. The decision to require a physician's statement will be made by the Superintendent. In the event an employee determines that the employee will need to be absent for medical reasons, the employee shall notify the Superintendent of the expected leave dates and keep the administration advised of the employee's condition and advise the administration of the earliest date that the employee's physician feels in his/her reasonable medical opinion the employee could safely return to work. The leave under this section shall terminate upon that date. If the administration desires, they may have the employee examined by a doctor mutually agreeable to both and the district shall pay the costs of that examination.

One day a year can be divided into quarter days for Doctor's appointments.

9.3 Family Illness

In the case of a lesser illness to an employee's immediate family, the employee may be granted up to three (3) days of leave during a school year. This leave shall be deducted from the employee's sick leave. An additional two days may be granted at the discretion of the Superintendent. Same day surgery shall fall under this category.

9.4 Serious Illness

Employees are allowed up to five (5) days of absence per occurrence without salary deduction for a serious illness in the immediate family (defined as parents, parents-in-law, children, son/daughter-in law, brother, brother-in-law, sister, sister-in-law, grandparents and grandchildren of the employee or his/her spouse). Serious illness is defined as one requiring hospitalization.

9.5 Bereavement Leave

Employees are allowed up to five (5) days of absence per occurrence without salary deduction for a death in the immediate family (defined as parents, parents-in-law, children, son/daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents and grandchildren of the employee or his/her spouse).

Three days for the death of a relative not listed above will be allowed without loss of pay.

One day per occurrence for other funerals, to a maximum of two per year.

9.6 Personal Leave

Employees will be granted two (2) days of leave each contract year without loss of pay. Any leave applications under the provisions of this section (IX 9.2, 3) must be submitted to the immediate supervisor, in writing, on the appropriate form, at least five (5) calendar days in advance of the proposed absence, when practicable. Such leave shall be non-accumulative. No reason need be given for use of this leave.

Personal leave cannot be used the day before or after a holiday or vacation period, nor during the first or last five (5) days of the instructional year. Exceptions for good cause may be granted by the Superintendent. Leave can be denied if excessive absences on a particular day should create a shortage of qualified substitutes or otherwise be detrimental to the educational operation of the district.

Any employee who is scheduled to start work on or after the sixth school day of the second academic semester shall not be eligible to receive any leave benefit provided in this section.

9.7 Job Improvement Leave

If the employee is directed to take training, in any form, that training time will be granted as paid leave if taken during the normal work day. If District directed training is performed outside of regular work time, the employee will be granted compensatory time off, or paid according to the overtime provisions of this agreement.

9.8 Legal Duties

It shall be agreed that any leave granted under this section (IX. 9.2,5) shall be limited to only cases wherein employees are under subpoena or direct court order to appear. Requirements for application for this type of leave shall include, but not be limited to the following:

- a. Application for such leave shall be immediately made to their supervisor by the employee so concerned upon the notification of the employee by subpoena or court order.

- b. The employee shall promptly pay to the Board the fees (except mileage and expenses) received from such duty.
- c. Approved leave under this section (IX. 9.2, 5) shall be with full pay.
- d. Legal duty leave will not be provided to employees who are personally involved in a proceeding as a participant or for arbitration proceedings.

9.9 Unpaid Leave

Absence without pay may be authorized by the superintendent when, in the superintendent's discretion, such leave is considered urgent and necessary. A per diem deduction from the employee's wages will be made for any such approved leave.

The employee shall make application for unpaid leave seven (7) days in advance of the first day of such requested leave. In the event that such pre-notification is not possible, the employee shall give as much advance notification as possible and fill out any required forms. In addition to the reason for the leave, the superintendent may take the employee's work record into account in granting or denying unpaid leave.

Decisions regarding unpaid leave shall not be subject to the grievance procedure.

9.10 Payment for Unused Leave

Employees will be paid, in the last paycheck of the fiscal year, a bonus for not using sick leave or personal leave.

0 days used	\$125.00
1 day used	\$ 75.00

9.11 Family and Medical Leave

In addition to any leave benefits provided to employees under the terms of this agreement, an employee who had been employed by the District at least one contract year may be granted unpaid leave for one or more of the following reasons:

- 1. Birth of a child and in order to care for the child.
- 2. Placement of a child with the employee for adoption or foster care.
- 3. To care for a spouse, child, or parent who has a serious health condition.
- 4. Because of a serious health condition which renders the employee incapable of performing the functions of his or her position.

A total of 12 workweeks of leave during any 12-month period may be granted under this policy. The term "12-month period" means that period of consecutive

calendar months, or portions thereof, which begins with the commencement of the first day of leave under the Family and Medical Leave Act and/or this policy. Leave must be taken on a sustained or uninterrupted basis, except that intermittent leave may be taken, when medically necessary, to care for a spouse, child, or parent who has a serious health condition or because of a serious health condition of the employee.

Prior to the commencement of unpaid leave, the employee shall use all available paid leave time to which they are entitled, except personal or business leave which they may use at their discretion. The employee shall provide as much prior notice as possible, preferably a minimum of 30 days.

Medical certification of a serious medical condition of the employee, spouse, child, or parent shall be required and a second opinion may be requested by the District at the District's cost. The District may also require periodic reports on the employee's status and a fitness-for-duty report to return to work.

During a leave granted under this policy, the employee's group insurance benefits will be continued, provided the employee continues to remit his/her share of the premium, if applicable.

The employee will be permitted to return to his/her former position or an equivalent position with equivalent pay and benefits.

ARTICLE X – HEALTH AND SAFETY PROVISIONS

SECTION

10.1 Equipment

Safety equipment required by the employer or by law will be provided at the expense of the employer.

10.2 Reasonable Force

An employee may use reasonable force as provided by law to defend himself/herself if assaulted during the course of his/her employment.

10.3 Bomb Search

No employee shall be required to search for a bomb.

10.4 Safety Provisions

The Board shall endeavor to provide and to maintain a safe place of employment. All employees shall endeavor in the course of the performance of their duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practice, equipment, or conditions to their immediate supervisor.

10.5 Health Provisions – New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned, including a check for tuberculosis, and will provide a statement from a licensed physician of the employee's choice within thirty (30) days of initial employment attesting to the employee's physical fitness. When it is not possible to secure such statement within thirty (30) days, the employee will provide such statement as soon as possible, but not beyond sixty (60) days from initial day of employment. The cost of such examination will rest with the employee. The Board may require a subsequent examination when in its judgment such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the Board, and the Board will pay the cost of such subsequent examination. Each new employee will be advised in writing of the physical fitness requirements at the time of employment.

10.6 Health Provisions – Continuing Employees

All continuing employees shall present evidence of physical fitness, including a check for tuberculosis, at three-year intervals after they commence their employment with the District. Bus drivers must have a physical examination on a form provided by the Department of Transportation of the Department of Education. The cost of such examination, not reimbursed by insurance, will be paid by the Board up to a maximum of \$50 or \$100 for bus drivers. The Board will pay up to \$25 for each chest x-ray that is required of tuberculosis reactions for costs not covered by insurance.

ARTICLE XI – WAGES

SECTION

11.1 Conditions of Employment

1. Pay Periods

Pay periods will be monthly determined through the 5th day of the month. Payroll information is due the 10th day of the month.

2. Payroll

Each hourly and contractual employee shall be paid monthly on the 20th and any time a pay period falls on a weekend or holiday, the weekday prior to that weekend or holiday.

3. Time Sheets

Each hourly employee is required to record the appropriate hours and turn them in to the District Business Manager's office. These shall be submitted on a weekly basis. Bus drivers will submit payment requests for

shuttle routes and extra trips on a monthly basis on a form supplied by the business manager.

Payments will be made only for the hours worked as indicated on the time sheet or paid leave as outlined in this employment document. Falsifying the time sheet will be grounds for dismissal.

4. Non-Hourly Employees

Employees in this category shall have their monthly or annual salary determined from an established salary schedule or beginning base.

5. Initial Placement

The Board of Education may place new employees on the scale according to qualifications and/or years of experience in comparable employment but not in excess of the median step of the salary schedule.

An employee who turns in a written notice to quit their job will lose their seniority status. If they return within a year they will keep their years of experience on the pay scale.

6. Direct Deposit

Employees hired after July 1, 1999, are required to receive their pay through the district's direct deposit system.

7. Advancement on the Salary Schedule

Employees will advance one step on the salary schedule unless the employee receives an unsatisfactory evaluation, and the Board deems the unsatisfactory evaluation sufficiently negative to deny the step.

11.2 Differentials

1. Cook Differentials

1. The Head Cook at the High School shall receive an additional \$1.00/hour

2. Custodial Differentials

1. Head Custodian- \$1.00 per hour
2. Night Custodian - \$.10 per hour

11.3 Supplemental Pay Provisions

Pay for supplemental and activity routes will be as per Schedule B, Supplemental Pay, attached.

11.4 Duty Free Lunch

Each employee shall have an unpaid duty free lunch of not less than thirty (30) minutes. Employees who are assigned to perform work during their lunch period shall be paid for such work. All cooks will be provided with a free lunch daily.

11.5 Break Time

Each employee who works six (6) hours or more per day shall have two (2) fifteen (15) minutes breaks daily. Employees whose morning or afternoon work schedule is less than two hours and thirty minutes prior to or after the conclusion of the scheduled lunch period shall not receive a break. However, all employees whose daily work time is greater than three (3) hours shall be entitled to a minimum of one (1) paid break.

11.6 Continuing Education

Classified employees will be paid for extra hours put in to attend classes for their job. Bus drivers will be paid on the trip rate schedule for assignments required by their job duties.

ARTICLE XII – HOURS OF WORK

12.1 Hours of Work

The hours of work for each employee will be set by the appropriate supervisor or superintendent but will normally be within the guidelines set by the Board of Education or as otherwise determined in other sections of this contract. The superintendent shall have the authority to change an employee's hours of work, as he deems appropriate or necessary. On the days school starts late or is dismissed early, hourly employees will be paid for the actual hours worked. When school is cancelled, hourly employees will consult their appropriate supervisor or superintendent as to whether they should report for work.

12.2 Extra Hours of Work

Any hours in excess of those stated on the contract must be approved in advance by the Superintendent. If the Superintendent is not available, approval must be received from the immediate supervisor or building principal. The reason for the extra hours must be presented in writing prior to the occurrence. If this is not possible, the written request must be presented to the Superintendent no later than the next school or work day.

12.3 Days of Work

The days of work for each employee shall be determined by the Board.

12.4 Work Week

The work week shall extend from 12:01 A.M. Sunday to 12:00 midnight Saturday.

12.5 Full Time Definition

If an employee is scheduled to work less than 237 days a year they must be given 28 consecutive calendar days off. Any hours worked during this time are extra.

ARTICLE XIII – OVERTIME

13.1 Definition of Overtime

All hours worked by employees in excess of forty (40) hours in a work week will be compensated at the rate of one and one-half times the employee's regular hourly rate of pay.

13.2 Computation for Overtime

For purposes of calculating overtime, the term "hours worked" will be defined as total hours in a work week and shall not include paid leaves of absence.

13.3 Compensation for Overtime

Unless the employee and the employee's supervisor agree otherwise, overtime work will be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half hours for each hour of overtime worked. The maximum number of hours of compensatory time which can be accumulated and used during the contract year (July 1 to June 30) is twenty-four (24) hours. Compensatory time hours which are not used by June 15 shall be paid for in cash in the last paycheck in June. Any employee who has accrued 24 hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Upon termination of employment, employees shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

Compensatory time must be used in half day increments.

ARTICLE XIV – DUES DEDUCTION

SECTION

14.1 Authorization

An employee who is a member of the Association may sign and deliver to the Board an initial assignment authorizing payroll deduction of Association dues prior to October 1. The Association agrees to inform its members of the voluntary procedure for dues deduction authorization or revocation thereof. The authorization form shall be included in this contract as Schedule B. Dues may include initiation fees, fines, or special assessments that do not violate the law.

14.2 Regular Deductions

The Board agrees, pursuant to receipt of the dues deduction authorization, to deduct in equal installments the total annual dues from regular paychecks each month (October – June) and shall transmit to the Association's treasurer the total monthly deduction for dues within ten (10) school days following the last pay period of each month.

14.3 Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the employer. It shall be the duty of the Association to immediately advise the employer of any changes in dues but no later than October 1st each year. The employer shall have no responsibility to the Association for incorrect withholding of dues in the event notice of such change is not timely given.

14.4 Indemnification

The Association agrees to indemnify and hold harmless the District, the Board, each individual Board member, all administrators, and all other employees against any and all claims, costs, litigation and all other forms of liability and all court costs, and attorney fees and other reasonable expenses, arising out of the application of the provisions of this article.

14.5 Amount of Dues

It is agreed and understood that the Association will advise its own membership of the amount of the dues and of the amount of the check-off. The employer will notify the Association when a notice to terminate dues check-off is received.

14.6 Other Deductions

Upon appropriate written authorization from the employee, the employer shall deduct from the salary of any employee and make appropriate remittance for Board-approved payroll deductions to include District group insurance programs for which these employees are eligible, TSA's and other deductions authorized by the Board.

ARTICLE XV - INSURANCE

15.1 Eligible Employees

Bus drivers, food service workers and associates are exempt from this section on insurance. A full-time employee is defined in Section 1.1 #5. All employees in these areas that are currently receiving these benefits are grandfathered.

15.2 Health Insurance

- (1) Full-time employees will be provided health and major medical insurance with \$4,455.32 for 05-06, and \$4,605.32 for 06-07, being paid toward the single premium by the Board. For employees taking family insurance, the Board shall contribute an additional \$714.00 per year for 05-06, and \$764.00 per year for 06-07, towards family coverage. Full-time employees eligible for family insurance will receive a \$300.00 allowance if family coverage is declined. Employees who, as of July 1, 1999, were provided benefits as full-time employees but who are not employed full-time as defined by Section 15.1 shall continue to receive benefits as full-time employees as long as they are continuously employed by the District. Cash in lieu amounts will be frozen at the 1999-2000 dollars amounts (\$1,146.20). Cash in lieu will not be available to employees who were hired after July 1 1999, or those not previously being granted cash in lieu amounts.
- (2) If a husband and wife are both employed by the district and working three-fourths (3/4) time or more, and they wish to have full dependent coverage, the Board will pay \$11,064.72 for 05-06, and \$11,364.72 for 06-07, toward the cost of that coverage. Employees eligible for this provision and who elect to use it will not be eligible for any dependent bonuses. Employees eligible for this provision may opt in or out of this provision dependent upon their needs.

15.3 Life Insurance

Full time employees shall be covered by \$15,000 in group term life insurance with the full premium paid by the Board.

15.4 Long-Term Disability Insurance

All eligible employees shall be provided long-term disability insurance with the full premium paid by the Board.

15.5 Continuity of Insurance Benefits

Employees who have exhausted their accumulated personal illness leave and are granted an extended leave of absence due to illness, shall continue to have employer contributions toward their hospital and medical insurance for the individual premium amount only paid and paid only until the end of the school year. Employees on any other non-paid leave shall have the option to continue participating in the hospital and medical insurance coverage at their own expense. Such employees wishing to continue coverage shall pay the premiums themselves to the employer prior to the billing date. The provisions of this paragraph are specifically made subject to the prior approval of the respective insurance carriers. In no event shall employee-paid contributions be accepted after the end of the school year unless such extension is granted with the permission of the employer or as bound by law.

Nothing in this provision shall limit the right of the Board to terminate an employee's employment.

15.6 Worker's Compensation

As per law, the employer purchases workers' compensation insurance covering the employee if hurt on the job. Employees should notify their supervisor as soon as they know they have an injury that indicates the sue of workers' compensation. An employee shall have an option to receive a supplement from the district to provide a total day's pay in addition to the workers' compensation payment with an accompanying deduction of one full day's personal illness leave for each day so paid, to the extent of the individual's accumulated personal illness leave. In no instance is an injured employee entitled to both full workers' compensation benefits and full personal illness leave pay.

ARTICLE XVI – COMPLIANCE CLAUSES AND DURATION

SECTION

16.1 Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of last resort having competent jurisdiction, then such article, section, or clause shall be deleted from this Agreement to the extent it violates the law. The

remaining articles, sections, and provisions shall remain in full force and effect. The Board and the Association then shall enter into negotiations to replace the invalid provisions within sixty (60) days.

16.2 Printing

Within ninety (90) days following the signing of this Agreement and upon joint approval of the format, copies of the Agreement shall be printed by the District. All costs of printing the Agreement shall be at the joint expense of both parties. The Agreement shall be presented to all employees now employed and subsequently employed for the duration of this Agreement.

16.3 Duration Period

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2007. This Agreement shall automatically continue in force and effect for equivalent periods of time except as it may be amended, modified, or substituted for during negotiations for a successor contract.

16.4 Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon on this ____ day of ____, 2005.

Marcus-Meriden-Cleghorn
Classified Staff Association

By: Thomas Huser
President

By: John Redman
Chief Negotiator

Marcus-Meriden-Cleghorn
Board of Education

By: Rach Ables
President

By: Jim Brinkhoff
Chief Negotiator

Schedule A

2004-2005: Raises will be \$.40 for each employee; \$36.75 per month for nine months for bus drivers

Marcus-Meriden-Cleghorn Classified Staff Salary Schedule - 2006-2007					
					9 months
M-M-C Experience	Custodial	Secretarial	Cooks	Associate	Bus Drivers Per Month
0	\$ 9.88	\$ 9.45	\$ 8.91	\$ 8.27	\$1,125.00
1-2	\$ 10.23	\$ 9.80	\$ 9.26	\$ 8.62	\$1,150.00
3-5	\$ 10.58	\$ 10.15	\$ 9.61	\$ 8.97	\$1,175.00
6-10	\$ 10.93	\$ 10.50	\$ 9.96	\$ 9.32	\$1,200.00
11 +	\$ 11.28	\$ 10.85	\$ 10.31	\$ 9.67	\$1,225.00
Differentials:					
Head	\$ 1.00		\$ 1.00		
Night	\$ 0.10				

In 2006-2007 several employees will NOT be paid according to the salary schedule. Those employees are Les Pedersen, Linda Pedersen, Christine Carlson, Linda Agostine and Patricia Spencer. Raises for these employees will be \$.40 for Les and Linda Pedersen and \$.35 for Christine, Linda A. and Patricia.

Schedule B

Supplemental Pay for 2005-2007

1. Driving for co-curricular trips:

20 miles and under	\$ 29.00
21-40 miles	\$ 36.00
41-90 miles	\$ 45.00
over 90 miles	\$ 54.00

2. Other Trips:

(Field and Misc)

First Hour	\$ 12.00
Subsequent Hours	\$ 7.00

When driving time, calculated at a rate of 55 mph, exceeds three hours in a 24 hour time period for one activity trip; pay for driving time shall be at \$12 per hour.

3. If a regular route driver misses either a morning or afternoon route due to driving for a co-curricular activity, seven dollars (\$7.00) will be deducted from their pay per route missed.

4. Middle School Practice Shuttles:

Cleghorn to Marcus	\$ 10.00
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Appendix C

AUTHORIZATION FOR PAYROLL DEDUCTION
FOR CLASSIFIED STAFF ASSOCIATION

First Name	Initial	Last Name
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I. DUES

I hereby request and authorize the Board of Education of the Marcus-Meriden-Cleghorn Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide from the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of:

Marcus-Meriden-Cleghorn Classified Staff Association
Affiliate of the Uniserv Unit One, ISEA, NEA

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

Date: _____

Signature: _____

Social Security No. _____

Appendix D

Marcus-Meriden-Cleghorn Community School District

Support Staff Physical Form

I certify that _____ was examined by me
and is physically fit to perform his/her duties with the Marcus-
Meriden-Cleghorn Community School District.

Signature of Physician _____

Date _____